



COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AFFAIRS

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MEMBERS OF THE BOARD

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PASTOR HERRERA, JR.
DIRECTOR

October 8, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER TWO (2) TO AGREEMENT No. 72797
WITH NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
TO EXTEND THE DEVELOPMENT AND MANAGEMENT OF A PILOT
SELF-HELP LEGAL ACCESS CENTER (SHLAC)
(SUPERVISORIAL DISTRICT 3 – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and Award the enclosed Amendment Number two (2) (Attachment A) to Agreement No. 72797 with Neighborhood Legal Services of Los Angeles County to extend the Development and Management of a Pilot Self-Help Legal Access Center (SHLAC). The Amendment extends the term of the Agreement for one (1) year to October 22, 2003.
2. Authorize the Director of Consumer Affairs or his designee to extend the Agreement for one (1) option year.
3. Instruct the Chairperson to sign the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

To enable Neighborhood Legal Services of Los Angeles County to continue operation to provide basic, critical information regarding the court system for unrepresented litigants in Los Angeles County. The purpose of the SHLAC is to assist unrepresented patrons in understanding the laws, regulations and court procedures relevant to their case, and to better enable them to represent themselves and make informed choices concerning the legal options available to them.

Unrepresented litigants suffer by being ill-prepared to properly proceed with their court-related matters. These unrepresented litigants require information on a variety of issues including form preparation, service of process, and courtroom procedures and demeanor. Their lack of experience and inability to successfully access the system compromises not only the litigants but lessens the efficient and effective administration and operation of the trial courts.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

Goal 1: Service Excellence, Strategy 1: Develop Standards for User Friendly Service

Goal 1: Service Excellence, Strategy 2: Design Seamless Service Delivery Systems

Goal 3: Organizational Effectiveness, Strategy 3: Collaborate Across Functional and Jurisdictional Boundaries

Goal 4: Fiscal Responsibility, Strategy 3: Increase Public Private Partnerships

FISCAL IMPACT:

The initial first year cost for FY 2000-2001 to provide the Agreement services was \$313,000. Amendment Number one (1) provided for a second year of funding at a cost of \$313,000 of County general funds. Amendment Number two (2) will provide a third year of funding at a cost of \$313,000 that is included in the Department of Consumer Affairs FY 2002-2003 budget adopted your Board.

FINANCING:

The Department of Consumer Affairs approved FY 2002-2003 budget contains sufficient funding to cover the third year annual expense for the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 20, 2000, the Board approved the existing Agreement Number 72797 between the County of Los Angeles, and Neighborhood Legal Services of Los Angeles County for the Development and Management of a Pilot Self-Help Legal Access Center (SHLAC). The Agreement was for one (1) year and was extended by your Board by Amendment Number one (1) to continue operations for an additional one (1) year period and shall expire October 22, 2002.

An extension to the Agreement shall allow continued development and management of the Self-Help Legal Access Center for unrepresented litigants adjacent to the Superior Court of California, County of Los Angeles, Northwest-Van Nuys.

The Contractor will not be asked to perform services which will exceed the approved contract amount, scope of work and contract dates.

The Contractor shall comply with the County Jury Service Program (Chapter 2.203 of the County Code).

The Amendment Number two (2) (Attachment A) has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Amendment Number two (2) to the Agreement will be in compliance with your Board Motion approval of the recommendation and will provide for basic, critical information regarding the court system for unrepresented litigants in Los Angeles County.

By extending the Agreement, the SHLAC will continue to provide essential services to the public which include but are not limited to: assist patrons with correctly completing required court forms, provide information concerning service of court papers on involved parties, and provide counseling on how to prepare and present their own case to a judge or jury to obtain the manner of relief sought. Counseling or assistance is provided to patrons on civil law matters including, but not limited to, adoptions, name change, family law, landlord/tenant, guardianship, dispute resolution, small claims, traffic infractions and juvenile law.

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CONCLUSION:

The Executive Office, Board of Supervisors is requested to return one (1) stamped copy of the approved Board letter and three (3) signed copies of the Amendment Number two (2) to the Director, Department of Consumer Affairs.

Respectfully submitted,



PASTOR HERRERA, JR.
Director

PH:lm
Attachments (1)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Control

AMENDMENT NO. 2
TO AGREEMENT
BY AND BETWEEN COUNTY OF LOS ANGELES (COUNTY) AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY (CONTRACTOR)
FOR THE DEVELOPMENT AND MANAGEMENT OF A PILOT
SELF-HELP LEGAL ACCESS CENTER (SHLAC)

AGREEMENT NO. 72797

Whereas, COUNTY, and CONTRACTOR, on June 20, 2000, entered in a Agreement No. 72797, where CONTRACTOR is to develop and manage for COUNTY, a pilot project to establish a Self-Help Legal Access Center (SHLAC) for unrepresented litigants at a location adjacent to the Superior County of California, County of Los Angeles, Northwest – Van Nuys; and

Whereas, the term of the Agreement shall commence upon execution by the parties hereto and shall be for a period of one (1) year to commence upon written certification by COUNTY to CONTRACTOR regarding the completion of construction and other refurbishment of the SHLCA facility unless sooner extended or terminated, in whole or in part, as provided herein; and

Whereas, CONTRACTOR was notified by COUNTY of the completion of construction and refurbishment of the SHLAC facility and for CONTRACTOR to begin contract performance on October 23, 2000, for one (1) year and shall expire on October 22, 2001; and

Whereas, Amendment No. 1 extended the term of the Agreement for one (1) year and shall expire October 22, 2002; and

Whereas, COUNTY and CONTRACTOR desire to amend the Agreement to extend the Term of the Agreement for an additional one (1) year period with one (1) option year and increase the Contract Sum.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Paragraph 2.0, TERM, the Agreement is hereby amended and the following paragraphs are added as follows:

"2.3 The term of the Agreement shall be extended for an additional one (1) year period to October 22, 2003, unless sooner terminated or extended, in whole or in part, as provided in the Agreement.

2.4 COUNTY shall have the option to extend the term for up to one (1) additional year period for a maximum contract term of four (4) years. The option year is exercised solely at COUNTY discretion and exercised individually by the Director, Department of Consumer Affairs."

2. Paragraph 15.1, CONTRACT SUM, is hereby amended and replaced as follows:

"15.1 This is a Fixed Price Agreement and CONTRACTOR may be reimbursed as indicated in Exhibit B (Contractor's Fixed Price Pilot Project), subject to the Contract Sum and any time limit specified herein. The Contract Sum, including

all applicable taxes, authorized by COUNTY hereunder shall not exceed \$1,252,000 Dollars, which is the maximum total amount payable by COUNTY to CONTRACTOR for the performance of work set forth herein as shown in the Contract Sum Summary table below. This includes a Contract cost for three (3) years of \$939,000 and one (1) option year of \$313,000. The option year is exercised solely at COUNTY discretion. All budgeted costs must be incurred in the Contract year. Unspent funds will be returned to the County General Fund.

CONTRACT SUM SUMMARY		
Year	Contract Dates	Contract Sum
Year 1	October 22, 2001	\$ 313,000.00
Year 2	October 22, 2002	\$ 313,000.00
Year 3	October 22, 2003	\$ 313,000.00
Year 4 - Option	October 22, 2004	\$ 313,000.00
Total		\$ 1,252,000.00

3. Paragraph 43.0, INSURANCE, is replaced as follows:

"43.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to: Department of Consumer Affairs, Hall of Administration, 500 Temple St, Los Angeles, California, 90012, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as

they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 43.1 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 43.2 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 43.3 Notification of Incidents, Claims or Suits: Contractor shall report to the County:
- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
 - Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
 - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.
- 43.4 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.
- 43.5 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
- The Contractor providing evidence of insurance covering the activities of subcontractors, or
 - The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance

coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

43.6 Insurance Coverage Requirements

43.6.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

43.6.2 Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

43.6.3 Professional Liability: Insurance covering liability arising from any error, omission, negligent, wrongful act of CONTRACTOR, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per incident for malpractice liability, or of not less than One Million Dollars (\$1,000,000) per occurrence for all other types of professional liability."

4. Paragraph 62.0, JURY SERVICE PROGRAM, is added as follows:

"62.0 JURY SERVICE PROGRAM

62.1 Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

62.2 Written Employee Jury Service Policy.

62.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than

five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

62.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

62.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

62.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

5. Exhibit A, STATEMENT OF WORK, is hereby amended and the following paragraphs are replaced as follows:

"3. Hours of Operation -The SHLAC office shall be open for service during regular court days and hours, except for one designated afternoon a week. On one designated afternoon a week the SHLAC may be closed in order to convene individual center staff meetings, meet with court personnel, update Judicial Council Form Packets, modify and create self-help packets, and to attend to other matters necessary for the successful operation of the SHLAC. The SHLAC

may operate beyond regular court days and hours if permitted by the location at which it operates.

6. Intake Form and Assessment: Persons requesting assistance shall complete a patron intake form. Intake forms shall indicate the following: the type of assistance the patron is seeking; if this is their first visit to the SHLAC; whether the patron or the opposing party is currently represented by counsel; if the District Attorney, City Attorney or other prosecuting agency is involved in any aspect of the case; how they were referred to the SHLAC; and the patron's primary language. Income information will be provided on a voluntary basis for statistical purposes only. Intake forms shall disclose that both parties to a dispute may be using the SHLAC for assistance, and shall further disclose that the SHLAC is not representing the patron in this or any other matter. CONTRACTOR shall request that each patron complete a customer satisfaction survey upon completion of services. Completed intake forms and customer satisfaction surveys shall be retained for a period of three years.
7. Services and Alternative Dispute Resolution: CONTRACTOR will counsel and educate patrons concerning the laws relevant to their case, assist patrons with correctly completing required court forms, provide information concerning service of court papers on involved parties, and provide counseling on how to prepare and present their own case to a judge or jury to obtain the manner of relief sought. Assistance is to be provided to patrons on civil law matters including, but not limited to, name change, family law, landlord/tenant, guardianship, conservatorship, neighbor disputes, general civil litigation, and small claims. All information given to patrons and forms completed will be overseen and reviewed by an attorney. CONTRACTOR shall educate patrons about the effectiveness of alternative dispute resolution as a viable alternative to litigation. CONTRACTOR shall establish protocols to insure that all appropriate patrons are referred to an alternative dispute resolution service.
10. Audio-Visual Educational Aids \ Computers: Audio-visual legal assistance materials and the equipment necessary for their viewing shall be available on the premises to SHLAC patrons. Special equipment to facilitate the hearing impaired shall also be made available by CONTRACTOR. Computers with printers shall be available to patrons to assist with forms completion and internet access for research relevant to their case.
15. Program Evaluation - CONTRACTOR shall prepare for the Department of Consumer Affairs COUNTY Project Director, an annual report which shall include a summary of the services provided at the SHLAC, the number of people assisted, a summary of the information contained on the client intake forms, a summary of the client satisfaction surveys, new materials developed, results of liaison with the courts and all other SHLAC activities."

AUTHORIZATION OF AMENDMENT NO. 2
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

CONTRACT NO. 72797

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this COUNTY Amendment to be subscribed by its Chairperson and the seal of said Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer, this _____ day of _____, 2002.

COUNTY OF LOS ANGELES

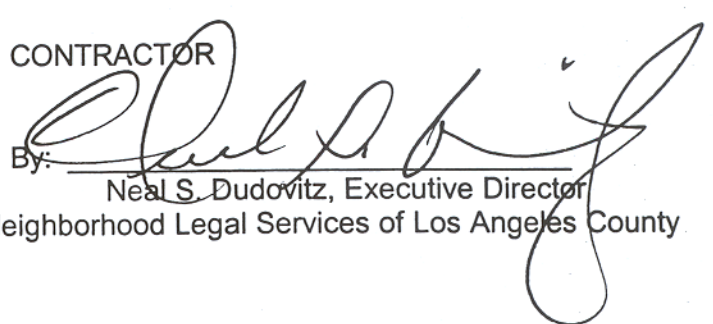
By: _____
Chairperson, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer - Clerk
Of the Board of Supervisors
County of Los Angeles

By: _____
Deputy

CONTRACTOR

By: 
Neal S. Dudovitz, Executive Director
Neighborhood Legal Services of Los Angeles County

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: 
Deputy County Counsel